

THIS BOOK DOES  
NOT CIRCULATE

A G R E E M E N T

between

Bloomfield Board of Education

and

Bloomfield Educational Secretaries Association, Inc.

July 1, 1975 to June 30, 1977

	<u>Page</u>
1. Preamble	1
2. Recognition	2
3. Negotiation Procedure	2-3
4. Grievance Procedure	3-7
5. Board of Education's Legal Prerogatives	7
6. Terms and Conditions of Employment	8
7. Office Holidays	9 & 9A
8. Classification Assignments	10
9. Salary Guides	11 & 12
10. Rules Governing Employees Absences	13-15
11. Maternity Leave Policy	16
12. Health-Care Insurance Programs	16-17
13. Deduction from Salary	17
14. Substitute Calling	17
15. Job Posting	18
16. Miscellaneous	18

1 - PREAMBLE

This Agreement of eighteen (18) pages entered into this  
30th day of October, 1975  
by and between the Board of Education of the Town of Bloomfield,  
New Jersey, hereinafter called the "Board" and the Bloomfield  
Educational Secretaries Association, Inc., hereinafter called the  
"Association" is for the school fiscal year beginning July 1, 1975  
and ending June 30, 1977 and is in accordance with Chapter 303,  
Laws of 1968, as amended by Chapter 123, P.L. 1974.

IN WITNESS WHEREOF, the parties hereto have set their hands  
and seals or caused this instrument to be duly executed by their  
proper officers and their seal affixed, the day and year first above  
written.

President Paul J. Robert  
Bloomfield Board of Education

Mary J. Carter  
President  
Bloomfield Educational Secretaries  
Association, Inc.

Attest:

Richard L. Harvey  
Secretary  
Bloomfield Board of Education

Eleanor L. Mackette  
Secretary  
Bloomfield Educational Secretaries  
Association, Inc.

## 2-RECOGNITION

WHEREAS, the Bloomfield Educational Secretaries Association, Inc. represents the majority of the office employees of the Bloomfield Board of Education whose salaries are determined in accordance with the office personnel salary guide, and

WHEREAS, Chapter 303 of the Laws of 1968, as amended by Chapter 123, P.L. 1974, provides that an association which enrolls the majority of public employees in specific category of employment is the legal negotiating unit for such employees, now, therefore, be it

RESOLVED, that the Bloomfield Board of Education recognizes the Bloomfield Educational Secretaries Association, Inc. as the official negotiating unit for those persons on the office personnel salary guide who are under contract to the Bloomfield Board of Education for the school years 1975-1976 and 1976-1977.

## 3. NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 303, Public Laws of 1968 as amended by Chapter 123, P.L. 1974, in a good faith effort to reach an agreement on matters concerned with the terms and conditions of office employees employment and grievance procedures. Such negotiations shall begin not later than November 1 of the calendar year preceding the school fiscal year in which this Agreement shall be in effect. Any agreement so negotiated shall apply to all office personnel, be reduced to writing and be signed by the Board and the Association.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection, records deemed to be pertinent to the conditions of employment except those defined as classified and confidential by the State Department of Education. Not later than January 15 of each year, the Board shall provide the Association with a tentative line budget figure for the next school fiscal year.

### 3-NEGOTIATION PROCEDURE (cont'd)

- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be authorized to make proposals, consider proposals, and make counterproposals in the course of negotiations; however, final authority to approve proposals shall rest with the Board of Education and the Bloomfield Educational Secretaries Association, Inc. according to the Constitution and By-Laws of the Association.
- D. If the Board and the Association are unable to agree, then either party may request of the other that the matter shall be submitted to advisory mediation. Such requests shall be in writing, and the acquiescence therein shall also be in writing. If either party refuses such request, the matter will be referred to the New Jersey Public Employment Relations Commission.

The Board and the Association each shall select an advisor and notify the other of the advisor selected within ten (10) work days after the request for advisory mediation. A third member, who shall be chairman, shall be named by the first two within ten (10) work days.

This advisory board shall report recommendations for settlement within ten (10) work days. The recommendations shall be submitted to both parties and shall be made public.

Each advisor shall be paid by the party selecting him, and the expense of the chairman shall be shared equally by the Board and the Association.

- E. In the event an agreement cannot be reached, the matter shall be referred to the New Jersey Public Employment Relations Commission for fact finding and/or advisory mediation.

### 4 - GRIEVANCE PROCEDURE

#### Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim or the Association making the claim.

#### 4 - GRIEVANCE PROCEDURE (cont'd)

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

#### Procedure

Each employee has a right to be heard by his supervisor, principal, assistant superintendents, superintendent, and board of education, on conditions concerning his employment. It is understood that he will proceed through the levels outlined in this procedure. Grievances shall be submitted on a form available in the office of the principal.

All employees, including grievant or grievants, shall continue under the direction of the superintendent and other administrators, regardless of the pendency of the grievance until such grievance is officially resolved. The continuance of duty will not constitute an agreement as to the disposition of the grievance.

It is the intent of both parties in interest to process all grievances as expeditiously as possible.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

#### 4-GRIEVANCE PROCEDURE (cont'd)

Concerning all levels, both parties shall adhere to the following schedules for submitting and processing grievances except under unusual and extenuating circumstances.

##### Rights to Employees to Representation

Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

##### Level 1

Any aggrieved person must present his grievance to his principal/supervisor within thirty (30) work days of the occurrence. After discussion of the grievance, the principal/supervisor must reach a decision within six (6) work days of the date in which the grievance was presented.

##### Level 2

If no resolution has been reached after the six (6) work day period, the aggrieved person may present his grievance to the Association within ten (10) work days. This presentation must be made in writing. This presentation will be made for the purposes of studying the merit of the grievance and/or to see if the grievance can be resolved through the grievance committee. The grievance committee reserves the right to consult with the aggrieved person's principal/supervisor in order to facilitate resolution of said grievance. A decision must be reached at this level within six (6) work days.

##### Level 3

If no resolution has been reached at level 2, the grievance may be submitted in writing to the superintendent of schools within ten (10) work days. The superintendent must rule on the grievance within fifteen (15) work days in writing.

##### Level 4

If no resolution has been reached at Level 3, the grievance may be submitted in writing to the Board within ten (10) work days. The Board must rule on the grievance within fifteen (15) work days. The Board shall respond in writing within this period to the individual or group presenting the grievance and shall inform the Association of its action.

#### 4-GRIEVANCE PROCEDURE (cont'd)

##### Level 5

If Level 4 does not result in resolution, the aggrieved person may request in writing within ten (10) work days that the Association, through the proper officers and/or committees, submit the grievance to advisory mediation. If the Association feels that the grievance is meritorious, it may submit the grievance to mediation within ten (10) work days after receipt of this request by the aggrieved person.

The Board and the Association will each name one advisor. A third member, who shall be chairman, shall be named by the first two. If the parties are unable to agree on the third member, he shall be selected in accordance with the rules and regulations of the American Arbitration Association.

This advisory board shall report recommendations for settlement within ten (10) work days. The recommendations shall be submitted to both parties.

Each advisor shall be paid by the party selecting him, and the expense of the chairman shall be shared equally by the Board and the Association.

##### Miscellaneous

1. If, in the judgment of the Association Grievance Committee, a grievance affects a group or class of employees, the Grievance Committee may submit such grievance in writing to the superintendent directly, and the processing of such grievance shall be commenced at Level 2.
2. Decisions rendered at Level 1 which are unsatisfactory to the aggrieved person shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the chairman of the appropriate association committee.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

#### 4-GRIEVANCE PROCEDURE (cont'd)

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this section.

#### 5-BOARD OF EDUCATION'S LEGAL PREROGATIVES

The right to manage the school system and to direct the personnel and operation of the schools, subject to the limitations of this Agreement, is exclusively vested in and retained by the Board. Furthermore, nothing in this Agreement shall be construed to diminish or remove from the Bloomfield Board of Education, the authority or responsibilities which are vested in it by New Jersey Revised Statutes Title 18A.



## 6-TERMS AND CONDITIONS OF EMPLOYMENT

### A-1 Working Hours

All office personnel will be on duty from 8:00 A.M. to 4:00 P.M. during the days school is in session. All personnel will be entitled to a one hour lunch period.

### A-2 Vacation Policy

- A. All 42 week personnel will be entitled to the regular school vacations.
- B. All 44 week personnel will be entitled to the regular school vacations except the periods from the first day of September to the opening day of school and from the close of school in June until June 30.
- C. All 52 week personnel will be entitled to a fifteen (15) day vacation annually after completing one year of employment. Personnel who begin employment after July 1 will be entitled to a pro-rata portion of the annual vacation allowance. An additional vacation day will be allowed each employee after the completion of the 16th, 17th, 18th, and 19th year of service. Total vacation allowance would be as follows:

<u>Years of Service</u>	<u>Vacation Allowance (Days)</u>
16	16
17	17
18	18
19	19

- D. All 52 week personnel who have completed twenty (20) years of service with the Bloomfield Board of Education will be entitled to a twenty (20) day vacation for each fiscal year (July 1 to June 30).

# OFFICE HOLIDAYS

1975 - 1976

## Twelve Month Personnel

(Classification A, C, D, and F)

July	4	Friday - Independence Day	Closed
September	1	Monday, Labor Day	Closed
October	13	Monday - Columbus Day	Closed
November	26	Wednesday- Thanksgiving Recess	12:30 Closing
	27	Thursday " "	Closed
	28	Friday " "	Closed
December	24	Wednesday - Christmas Recess	Closed
	25	Thursday " "	Closed
	26	Friday	Closed
January	1	Thursday- New Year's Recess	Closed
	2	Friday " "	Closed
February	16	Monday- Winter Recess	Closed
April	16	Good Friday	Closed
May	31	Monday- Memorial Day	Closed

## Ten Month Personnel

### 1. Elementary Schools (Classification H and I - 42 weeks)

Secretaries will report for duty on September 2, 1975 and work the regular school calendar.

### 2. Secondary Schools and Administration Building (Classifications B, E, G, and L - 44 weeks)

Secretaries will report for duty on September 2, 1975 and work the regular school calendar until June 30, 1976.

7- OFFICE HOLIDAYS  
1976-1977

Twelve Month Personnel (Classification A, C,D, and F)

July	5	Monday	Independence Day		Closed
September	6	Monday	Labor Day		Closed
October	11	Monday	Columbus Day		Closed
November	5	Friday	N.J.E.A. Convention		Closed
	24	Wednesday	Thanksgiving Recess	12:30	Closing
	25	Thursday	" "		Closed
	26	Friday	" "		Closed
December	23	Thursday	Christmas Recess	12:30	Closing
	24	Friday	" "		Closed
	31	Friday	" "		Closed
February	21	Monday	Winter Recess		Closed
April	8	Good Friday			Closed
	22	Friday	Spring Recess		Closed
May	30	Monday	Memorial Day		Closed

Ten Month Personnel

1. Elementary Schools (Classification H and I-42weeks)

Secretaries will report for duty on September 7, 1976, and work the regular school calendar.

2. Secondary Schools and Administration Building  
(Classifications B,E,G, and L-44 weeks)

Secretaries will report for duty on September 1, 1976 and work the regular school calendar until June 30, 1977.

# 8-OFFICE PERSONNEL - CLASSIFICATION ASSIGNMENTS

<u>Classification</u>	<u>Position Title</u>	<u>Position Location</u>	<u>Number of Positions</u>
A	Office Manager	Senior High School	1
	Bookkeeper	Board of Ed. Office	1
	Payroll Bookkeeper	" " " "	1
B	Office Manager	North Jr. High School	1
	Office Manager	South Jr. High School	1
C	*Secretary	Bd. of Ed. Office	2
	Secretary	High School Principal	1
D	*Secretary	Superintendent's Office	1
	Clerk-Typist	Board of Ed. Office	1
	Secretary	High School Guidance	1
	Secretary	Home & School Counselors' Office	1
	Asst. Office Manager	Senior High School	1
	Secretary	Curriculum Office	1
	Secretary	Board of Ed. Office	1
	Asst. Office Manager	North Jr. High School	1
	Asst. Office Manager	South Jr. High School	1
E	Secretary	Child Guidance Office	1
	Secretary	Music & Board of Ed. Office	1
	Secretary	Senior High School	1
	Clerk-Typist	High School Office	1
	Switchboard Oper. & Receptionist	School Admin. Bldg.	1
	Clerk-Typist	Board of Ed. Office	2
	Clerk-Typist	Curriculum Office	1
	Clerk-Typist	Senior High School	2
	Clerk-Typist	High School Guidance	1
G	Clerk-Typist	South Jr. High School	2
	Clerk-Typist	North Jr. High School	2
	Clerk-Typist	Senior High School	1/2
	Elem. Secretary	Forest Glen	1
	Elem. Secretary	Oak View	1
H	Elem. Secretary	Brookside	1
	Elem. Secretary	Watsessing	1
	Elem. Secretary	Franklin	1
	Elem. Secretary	George Morris	1
	Elem. Secretary	Brookdale	1
	Elem. Secretary	Fairview, Carteret	2
	Elem. Secretary	Demarest, Berkeley	2
L	Library Technician	Senior High School	2
	Library Technician	No. and So. Junior Highs	2
	Library Technician	Elementary Schools	1
	Library Technician	Processing Center	1

\* The inclusion of these positions in the negotiating unit is pending on the outcome of a ruling by Public Employment Relations Commission (PERC).

SALARY GUIDE AS ADOPTED BY THE BOARD OF EDUCATION OF THE TOWN OF BLOOMFIELD, NEW JERSEY  
December 22, 1975

RESOLVED, that the following schedule shall be and hereby is adopted as a guide for the salaries of employees of the Board of Education, effective as to the Office Personnel, only upon recommendation of the Superintendent of Schools or Board Secretary, when said recommendations have been approved by the Board. The following guide shall not under any circumstances be considered as mandatory or binding upon the Board of Education or as entitling any employee to any salary therein mentioned unless and until the same has been specifically fixed by the Board of Education upon recommendation as aforesaid.

SALARY GUIDE FOR OFFICE PERSONNEL  
ANNUAL SALARIES - EFFECTIVE JULY 1, 1976

Classification	A	B	C	D	E	F	G	H	I	L	
Work Year	52 wks	44 wks	52 wks	52 wks	44 wks	52 wks	44 wks	42 wks	42 wks	44 wks	
1	\$7080	\$5753	\$6561	\$6483	\$5165	\$6126	\$4995	\$5092	\$5378	\$5085	1
2	7400	5982	6879	6803	5373	6394	5184	5291	5577	5285	2
3	7720	6211	7197	7123	5581	6662	5373	5490	5776	5485	3
4	8040	6440	7515	7443	5789	6930	5562	5689	5975	5685	4
5	8360	6669	7833	7763	5997	7198	5751	5888	6174	5885	5
6	8680	6898	8151	8083	6205	7466	5940	6087	6373	6085	6
7	9000	7127	8469	8403	6413	7734	6129	6286	6572	6285	7
8	9320	7356	8787	8723	6621	8002	6318	6485	6771	6485	8
9	9640	7585	9105	9043	6829	8270	6507	6684	6970	6685	9
10	9960	7814	9423	9363	7037	8538	6696	6883	7169	6885	10
11	10280	8043	9741	9683	7245	8806	6885	7082	7368	7085	11
12	10600	8272	10059	10003	7453	9342*	7074	7281	7567	7285	12
13	10920	8501	10377	10643*	7661		7452*	7480	7766	7685*	13
14	11560*	8730	11013*		7869			7878*	8164*		14
15		8959			8285*						15
16		9417*									16

\*Double Increment  
Yearly Increment 320 229 318 320 208 268 189 199 199 200  
\$225 additional after 20 years of service OR at age 60 and further, \$225 additional after 25 years of service, and further \$225 additional after 30 years of service (as of 6/30/76 with at least 10 consecutive years of service in Bloomfield.)

SALARY GUIDE AS ADOPTED BY THE BOARD OF EDUCATION OF THE TOWN OF BLOOMFIELD, NEW JERSEY

RESOLVED, that the following schedule shall be and hereby is adopted as a guide for the salaries of employees of the Board of Education, effective as to the Office Personnel, only upon recommendation of the Superintendent of Schools or Board Secretary, when said recommendations have been approved by the Board. The following guide shall not under any circumstances be considered as mandatory or binding upon the Board of Education or as entitling any employee to any salary therein mentioned unless and until the same has been specifically fixed by the Board of Education upon recommendation as aforesaid.

SALARY GUIDE FOR OFFICE PERSONNEL  
ANNUAL SALARIES - EFFECTIVE July 1, 1975

Classification	A	B	C	D	E	F	G	H	I	L
Work Year	52 wks	44 wks	52 wks	52 wks	44 wks	52 wks	44 wks	42 wks	42 wks	44 wks
1	\$6614	\$5368	\$6130	\$6069	\$4824	\$5727	\$4669	\$4764	\$5032	\$4758
2	6914	5583	6428	6368	5019	5978	4846	4950	5218	4715
3	7214	5798	6726	6667	5214	6229	5023	5136	5404	5132
4	7514	6013	7024	6966	5409	6480	5200	5322	5590	5319
5	7814	6228	7322	7265	5604	6731	5377	5508	5776	5506
6	8114	6443	7620	7564	5799	6982	5554	5694	5962	5693
7	8414	6658	7918	7863	5994	7233	5731	5880	6148	5880
8	8714	6873	8216	8162	6189	7484	5908	6066	6334	6067
9	9014	7088	8514	8461	6384	7734	6085	6252	6520	6254
10	9314	7303	8812	8760	6579	7986	6262	6438	6706	6441
11	9614	7518	9110	9059	6774	8237	6439	6624	6892	6628
12	9914	7733	9408	9358	6969	8739*	6616	6810	7078	6815
13	10214	7948	9706	9956*	7164		6970*	6996	7264	7189*
14	10814*	8163	10302*		7359			7368*	7636*	
15		8378			7749*					
16		8808*								
*Double Increment										
Yearly Increment	300	215	298	299	195	251	177	186	186	187

\$225 additional after 20 years of service OR at age 60 and further, \$225 additional after 25 years of service, and further \$225 additional after 30 yrs. of service (as of 6/30/75 with at least 10 consecutive years of service in Bloomfield.)

## 10-RULES GOVERNING EMPLOYEE'S ABSENCES

### A. Sick Leave

1. An employee having less than ten years continuous service shall be allowed ten days of sick leave in any school year if he is a ten month employee or twelve days if he is a twelve month employee without deduction in pay, such leave being credited as of the first day of the school year.

Deduction of sick days allowable at the same rate may be made if the employee resigns or leaves before the completion of the school year.

2. An employee having more than ten years continuous service shall be allowed twenty days of sick leave in any school year if he is a ten month employee or twenty-four days if he is a twelve month employee without deduction in pay, such leave being credited as of the first day of the school year.

Deduction of sick days allowable at the same rate may be made if the employee resigns or leaves before the completion of the school year.

3. In case of sick leave claimed, the Board may require a physician's certificate to be filed with the Secretary of the Board of Education.
4. Sick leave is hereby defined to mean the absence from his or her post of duty, of the employee because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
5. If any employee requires in any school year less than the above specified number of days of sick leave with full pay allowed, a maximum of ten days (ten month employees) or twelve days (twelve month employees) of such leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.

### B. Extended Absence for Illness

When absence, under circumstances described above, exceeds the annual leave and the accumulated leave, the Board will consider each case on its individual merits.

10-RULES GOVERNING EMPLOYEE'S ABSENCES (cont'd)

C. Allowance for Absence Other than Personal Illness

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one year, and no unused days shall be accumulative for use in another year:

1. Death in the Immediate Family - An allowance of up to five days leave shall be granted.

Definition: Immediate family shall include - Husband, wife, mother, mother-in-law, father, father-in-law, child, sister, brother, grandfather, grandmother, or anyone making his or her home with the family or anyone who actually stands in the position of a member of the immediate family to the employee.

2. Serious illness in the Immediate Family - An allowance of up to three days leave shall be granted. (Immediate family same as (1) above.)

3. Death of Relative of the Second Degree - An allowance of one day's leave shall be granted.

Definition: Uncle, aunt, niece, nephew, cousin or relative by marriage.

D. Other Emergencies of Personal Nature

An allowance of up to a total of three (3) days leave during a school year, with prior approval, by the Superintendent of Schools for the following reasons:

(The three (3) day allowance is the total leave for 1, 2, 3, and

4. It is not three days leave for each.)

1. Observance of a day of holy obligation (days on which the religious tenets of an employee's faith prohibits work).
2. Court Subpoena.
3. Marriage of employee.



10-RULES GOVERNING EMPLOYEE'S ABSENCES (cont'd)

4. A personal day may be taken from the three days allowed in Section D, if a letter is submitted to the Superintendent of Schools, preferably in advance, stating that the day's leave was necessary for urgent personal reasons. This provision may be rescinded temporarily or permanently by the Board upon recommendation of the Superintendent if abuses are evident. This may be done by a letter to the Association giving thirty days notice.
  5. Any other emergency or urgent reason not included in (1) to (3) above, if approved by the Superintendent of Schools or the Board of Education.
- E. An allowance of a total of one (1) day leave during a school year, with prior approval for the following:
- (The one (1) day allowance is the total leave for 1,2,3,4,5,6, 7 and 10. It is not one day for each.)
1. Moving.
  2. House Closing
  3. Graduation of son, daughter, or spouse from college.
  4. To receive a degree.
  5. To take a special professional examination.
  6. To enter a son or daughter into his or her first year of college, provided a formal request is made to the Superintendent at least one (1) week prior to the day requested.
  7. To settle an estate.
  8. For paternity (2 days).
  9. One (1) day will be allowed for both moving and house closing, if required.
  10. Marriage of child.
  11. Any other emergency or urgent reason not included in (1) to (9) above, if approved by the Superintendent of Schools or the Board of Education.
- F. For the protection of the employee and for the proper payroll accounting and audit, every absence for a half day or more must be accounted for on the regular Board of Education Employee's Absence Report.

## 11-MATERNITY LEAVE POLICY

Maternity leave will be granted in accordance with applicable New Jersey law.

The removal of any tenured or non-tenured employee from her duties should not be based solely on the fact of pregnancy of a specific number of months.

The removal of such an employee would be based on a noticeable decline in her performance, failure to produce certification from her physician concurred in by the Board's physician that she is medically able to continue her duties, or for any other just cause.

A tenured or non-tenured employee may apply to the Board for a leave of absence without pay and shall be granted that leave at any time before the expected date of birth and continuing to a specific date after the birth. Date of return may be further extended for proper cause. The Board of Education need not extend the leave of absence of a non-tenured employee beyond the end of the contract school year in which that leave is obtained.

A tenured or non-tenured employee may not be barred from returning except for lack of sufficient medical evidence of capability or because of failure to specify a date of return.

Similar leave provisions shall apply to any female employee under tenure adopting an infant child.

## 12-HEALTH-CARE INSURANCE PROGRAMS

- A. The Board of Education will pay the premium for each employee and his eligible dependents (full family coverage) who enrolls in the health-care insurance program provided by the Board of Education.
- B. Provisions of the health-care insurance program shall be detailed in master policies on file in the Board of Education office and in individual certificates issued to those employees who enroll. The provisions of the health-care insurance program shall include:
  - 1. Hospital room and board and miscellaneous covered charges.
  - 2. Out-patient benefits.
  - 3. Laboratory fees, diagnostic expenses and therapy treatments.
  - 4. Maternity costs.

## 12-HEALTH-CARE INSURANCE PROGRAMS (cont'd)

5. Surgical costs.
  6. Major Medical coverage.
- C. Any increase in health-care benefits provided for in the teachers' contract shall be extended to employees covered by this Agreement.

## 13-DEDUCTION FROM SALARY

Members may participate in tax sheltered annuity programs offered by the Variable Annuity Life Insurance Company (VALIC) or the Supplemental Annuity Collective Trust of the Division of Pensions of the State of New Jersey or a combination of the two programs. Each member desiring to participate in a tax sheltered annuity program will complete the necessary salary reduction agreement for the plan or plans desired. The maximum total salary reduction that a member may specify is 10% of the annual contract salary whether the member is participating in either one or both of the plans offered. Any salary agreement for the plan offered by the Variable Annuity Life Insurance Company must be filed with the Board of Education on or before June 30th each year. Salary reduction agreements and any changes thereto for the Supplemental Annuity Collective Trust Program will be filed with the Board of Education under the rules and regulations of the Division of Pensions of the State of New Jersey. It is each participating member's responsibility to maintain the necessary income tax records for either of these tax sheltered programs. The Board of Education is relieved of any responsibility after forwarding the monthly salary reduction monies to the Variable Annuity Life Insurance Company or to the Supplemental Annuity Collective Trust.

## 14-TEACHER SUBSTITUTE CALLING

Any change in the centralized teacher substitute calling service that would involve members of the unit outside of their regular working hours shall be negotiated before taking effect.

#### 15-JOB POSTING

- A. The Board agrees to post notices in all school offices of job vacancies and new positions as they occur. A copy of said notice will be delivered to the Secretary of the Association at the time of posting.
- B. A ten (10) month employee wishing to be considered for a job vacancy which may occur during the summer shall so notify the Superintendent in writing on or before June 15. Said employees will be notified when such vacancies occur.

#### 16-MISCELLANEOUS

- A. A committee of three representatives of each party shall meet upon request to discuss the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
  - 1. Each party shall submit to the other, in writing, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.
  - 2. All meetings between the parties shall be scheduled to take place at a mutually convenient time.
  - 3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and submitted to the Board and to the Association for consideration.
- B. This Agreement shall not be modified in whole or in part; nor shall additional items be added by the parties except by an amendment in writing approved by the Board and the Association.